

# Ex. M-N(c)

April 2009 Bank of America  
Statement to Sharkey

Prepared for: THOMAS J SHARKEY  
 Account Number: [REDACTED] 6388

## April 2009 Statement

Credit Line: \$6,000.00  
 Cash or Credit Available:

Bank of America



## Account Information

Summary of Transactions	
Previous Balance	\$6,767.20
Payments and Credits	\$0.00
Purchases and Adjustments	\$39.00
Periodic Rate Finance Charges	\$153.34
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$6,959.54

## Billing Cycle and Payment Information

Days in Billing Cycle	30
Closing Date	04/23/09
Payment Due Date	05/18/09
Current Payment Due	\$260.00
Past Due Amount	+ \$1,793.00
Total Minimum	
Payment Due	\$ 2,053.00

## Customer Service

For information on Your Account Visit:

www.bankofamerica.com

Call toll-free 1-800-789-6685

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA  
P.O. BOX 15726  
WILMINGTON, DE 19886-5726

Mail Billing Inquiries to:

BANK OF AMERICA  
P.O. BOX 15026  
WILMINGTON, DE 19850-5026

## Transactions

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
LATE FEE FOR PAYMENT DUE 04/18		04/18	04/18	6767		39.00

## Important Information About Your Account

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. TO AVOID FUTURE FEES OR RATE INCREASES, PLEASE MAKE YOUR PAYMENTS ON TIME AND REMAIN UNDER YOUR CREDIT LIMIT. REMEMBER, IF TWICE IN 12 MONTHS YOUR PAYMENT IS RECEIVED AFTER THE DUE DATE AND/OR YOUR CREDIT LIMIT IS EXCEEDED, YOUR APR MAY INCREASE.

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE

## Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.074630% V	27.24%	S	\$0.00
Cash Advances		0.074630% V	27.24%	S	\$0.00
Purchases		0.074630% V	27.24%	S	\$6,848.76

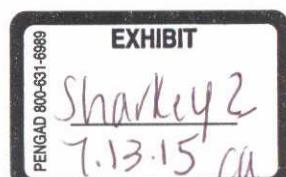
## Annual Percentage Rate for this Billing Period:

27.24%

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (interest rate may vary); APR Type: S= Standard APR (APR normally in effect)

20 [REDACTED]



BANK OF AMERICA  
P.O. BOX 15726  
WILMINGTON, DE 19886-5726

THOMAS J SHARKEY  
28 CRISS ST  
RONKONKOMA NY 11779-4356-287

Check here for a change of mailing address or phone number(s).  
Please provide all corrections on the reverse side.

## Payment Information

ACCOUNT NUMBER: [REDACTED] 6388

NEW BALANCE TOTAL: \$6,959.54  
PAYMENT DUE DATE: 05/18/09TOTAL MINIMUM PAYMENT DUE:  
\$2,053.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

15240222501 1287604173189811

Agoado-F&amp;G-000191

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**CUSTOMER STATEMENT OF DISPUTED ITEM** - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT.

Choose only one dispute reason.

Your Name:

Transaction Date:

Amount \$:

Posting Date:

Disputed Amount \$:

- 1. The amount of the charge was increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- 3. I have not received the merchandise that was to be shipped to me on \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY). I have asked the merchant to credit my account.
- 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed. The merchant has up to 30 days to credit your account.
- 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- 7. I certify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale #1 \$ \_\_\_\_\_ Reference # \_\_\_\_\_ Sale #2 \$ \_\_\_\_\_ Reference # \_\_\_\_\_

**GRACE PERIOD**

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full this statement's Previous Balance in this statement's billing cycle, then you will have a Grace Period during the billing cycle that began the day after this statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

\*\* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "\*\*\*\*" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

**CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE**

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

**PAYMENTS**

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Account Number:

Reference Number:

Merchant Name:

8. I notified the merchant on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:

9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (MM/DD/YY) were not received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant and a copy of your contract.

10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.

11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required):

Date:

Best contact telephone #:

Home#:

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to: Attn: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

**TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION**

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS**

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

**Payment Due Dates and Keeping Your Account in Good Standing**

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

**Important Information about Payments by Phone**

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**MISCELLANEOUS**

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code & Home Phone \_\_\_\_\_

Area Code & Work Phone \_\_\_\_\_